

*This copy of basic agreement and stylized version
of schedule prepared for sending to R-N for use
in administration of the contract on unclassified basis*

SAR

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|---|--|--|----------|
| NEGOTIATED CONTRACT | | Contract Number: A - 101 | |
| CPVT | | ISSUING OFFICE | |
| Name: | | Address: | |
| | | | |
| CONTRACTOR | | | |
| Name: | | Address: | |
| THE RAMO-WOOLDRIDGE CORPORATION | | LOS ANGELES 45, CALIFORNIA | |
| Contract For: | | Amount: | STATINTL |
| 1. [] electronic systems. 2. Spare parts for above systems, equivalent to systems. 3. [] 4. [] field test equipment. 5. Twenty-five copies of a manual pertaining to above items. | | [] | |
| Appropriation and Other Administrative Data: | | | |
| This negotiated contract is entered into pursuant to the provisions of and any required determination and findings have been made. | | | |
| THIS CONTRACT is entered into as of <u>31</u> March, 1955, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and The Ramo-Wooldridge Corporation, a corporation organized and existing under the laws of the State of California , hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein. | | | |

Delaware
A715

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SCHEDULE

CONTRACT NO. A - 101

SECTION A - CONTRACT WORK

1. The Contractor shall furnish all personnel, facilities, materials and supplies necessary for the design, development, fabrication and testing of, and shall deliver to the Government, the following systems and equipment:

- STATINTL
- (a) [redacted] electronic systems designed to meet performance requirements transmitted verbally by representatives of the Government to representatives of the Contractor, the components and configuration of these systems being defined more completely in the section entitled [redacted] appearing in the technical exhibit dated 23 February 1955 and identified as CMCC Document No. 1133.1; STATINTL
- (b) Spare parts for the systems required to be delivered, [redacted] STATINTL
- (c) [redacted] STAT
- (d) [redacted] field test equipment designed to permit performance tests on the individual subassemblies and on the complete systems delivered to the Government.

2. The Contractor shall furnish all personnel, facilities, materials and supplies necessary for the preparation of, and shall deliver to the Government, twenty-five (25) copies of a manual describing the principles of operation of the systems and their components, instructions for the installation of the equipment, and simplified instructions for the testing and maintenance of the equipment with the aid of the special field test equipment referred to above.

3. The Technical Exhibit referred to above, dated 23 February 1955 and identified as CMCC Document No. 1133.1, is hereby incorporated herein by reference with the same force and effect as though fully set forth herein, and such Technical Exhibit, including such amendments thereto as may from time to time be proposed by the Contractor and agreed to by the Government, or as may be required by the Government and accepted by the Contractor, shall serve as the general outline of the requirements and specifications to be met by the Contractor in the performance of the contract work under this contract.

SECTION B - DELIVERY

1. The contract work called for in Section A hereof shall be completed and all items shall be delivered to the Government in accordance with the following schedule:

(a) Systems and spare parts

- (1) Delivery of the first system, plus the first complete set of spare parts, will be made on or before 1 August 1955;

STATINTL

(b)

(c)

(d) Manual

The twenty-five (25) copies of the manual shall be delivered to the Government on or before 1 September 1955.

2. The items called for under this contract shall be delivered to the Government f.o.b. cars or carrier's equipment at the plant or plants of the Contractor, Los Angeles, California, or the point or points nearest thereto that rail carrier service is available. Such items shall be consigned as directed by the Contracting Officer.

SECTION C - PACKAGING REQUIREMENTS

The items called for under this contract shall be packed for domestic shipment in accordance with standard commercial practice.

SECTION D - INSPECTION AND ACCEPTANCE

The Contractor's plant, Los Angeles, California, is hereby designated as the point of final inspection and acceptance by the Government.

STATINTL

SECTION E - ESTIMATED COST AND FIXED FEE

SECTION F - PAYMENT

In accordance with the provisions of clause 4 of the General Provisions of this contract entitled "ALLOWABLE COST, FIXED FEE, AND PAYMENT," the Government shall pay to the Contractor, as full compensation for the performance of this contract, the fixed fee as specified in Section E, above, and the Allowable Costs incurred by the Contractor in the performance of this contract and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulation."

SECTION G - OVERHEAD

In accordance with Section F, above, Allowable Costs shall include an amount for overhead, indirect charges, and other elements of cost, excluded from or not covered by direct costs, and properly chargeable as indirect costs in accordance with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulation" and the application of such contract cost principles by the cognizant Department of Defense Audit Agency to the Contractor's operations under Department of Defense contracts in the Contractor's plant, and accepted by the Contracting Officer hereunder as being in accordance with such principles and such application.

SECTION H - NON-STANDARD COSTS

Allowable Costs shall include any unusual or non-standard items of cost, not expressly excluded by other provisions of this contract, as should, in the opinion of the Contracting Officer, be included in the cost of the work called for in this contract. Any such items shall be specifically certified by the Contracting Officer as being allowable under this section.

SECTION I - ANTICIPATORY COSTS

All costs which have been incurred by the Contractor on or after
Approved For Release 2002/06/13 : CIA-RDP81B00878R000100100020-3

10 January 1955, in anticipation of and prior to the signing of this contract, and which, if incurred after the signing of this contract, would have been considered as items of Allowable Cost hereunder, will be accepted by the Contracting Officer as costs under this contract.

SECTION J - PERIOD OF PERFORMANCE

The performance of work hereunder shall be completed on 1 December 1955, subject to any amendments to this contract extending such period of performance.

SECTION K - REPORTS

1. Technical Reports

- (a) Monthly Progress Reports - The Contractor shall prepare and submit to the Government monthly technical and engineering progress reports in sufficient detail to enable the Government to monitor progress being made in performance of the contract work.
- (b) Final Report - The Contractor shall prepare a final technical and engineering report covering the work performed hereunder. The form and scope of such final report shall be subject to agreement between the Government and the Contractor, provided that the Government may waive the submission of such report if it so elects.

2. Fiscal Reports

- (a) The Contractor shall prepare and submit to the Government such reconciliation of costs incurred and projections of costs expected to be incurred under this contract as the Contracting Officer may from time to time request.
- (b) The Contractor shall prepare and submit to the Government upon completion of the contract work a final statement of costs incurred by the Contractor in performance of the contract work and shall submit such final statement of costs incurred to the Contracting Officer, along with such other statements and reports required by the General Provisions and the Schedule of this contract, prior to the making of final payment hereunder.

SECTION L - GOVERNMENT FURNISHED EQUIPMENT

In accordance with the clause of the General Provisions entitled "Government Property," the Government may from time to time furnish to the Contractor Government owned equipment, material, supplies, etc., for use on this contract. Such Government owned property furnished to the Contractor

shall be listed in an attachment to this Schedule and additions to or subtractions from such Government furnished property listing shall be promptly made when such Government owned property is furnished to the Contractor by the Government or returned to the Government by the Contractor.

SECTION M - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and, notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

SECTION N - LETTER CONTRACT SUPERSEDED

This is the Definitive Contract contemplated by the Letter Contract issued by the Government to the Contractor under date of 12 January 1955, and supersedes said Letter Contract. Work performed and payments made under said Letter Contract shall be deemed to be work performed and payments made under this Definitive Contract. The date of the Letter Contract shall govern for the determination of the priority status of this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, this Definitive Contract shall prevail.

The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

The Contractor represents that the aggregate number of employees of the Contractor and its affiliates is:

☐ 500 or more, ☐ less than 500.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA

STATINTL

By

(Contracting Officer)

THE RAMO-WOOLDRIDGE CORPORATION

.....

(Contractor)

By

STATINTL

Los Angeles 45, California

(Address)

STATINTL

CERTIFICATE

..... (Signature) (Corporate Seal)

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SCHEDULE

CONTRACT NO. A - 101

(This is a sanitized version of the Schedule for administrative use.)

SECTION A - CONTRACT WORK

(Deleted)

SECTION B - DELIVERY

(Deleted)

SECTION C - PACKAGING REQUIREMENTS

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SECTION D - INSPECTION AND ACCEPTANCE

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STATINTL

SECTION E - ESTIMATED COST AND FIXED FEE

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(Above reflect original amount plus Amendment No. 1.)

SECTION F - PAYMENT

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specified in Section E. above, and the Allowable Costs incurred by the Contractor in the performance of this contract and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulation. "

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SECTION I - ANTICIPATORY COSTS

All costs which have been incurred by the Contractor on or after 10 January 1955, in anticipation of and prior to the signing of this contract, and which, if incurred after the signing of this contract, would have been considered as items of Allowable Cost hereunder, will be accepted by the Contracting Officer as costs under this contract.

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